

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE    OF    PAGES		
2. AMENDMENT/MODIFICATION NO.			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY			CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 11)		
CODE			FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)				(Signature of Contracting Officer)				

1. The specifications and drawings for Invitation No. W912HY-04-B-0014, Pipeline Dredging, Upper Bay and Barge Lanes in Chambers and Harris Counties, Texas (45-Foot Project), Houston-Galveston Navigation Channels, Texas, advertised 10 May 2004, and for which bids are to be opened on 9 June 2004, are hereby modified as follows:

(a) Specifications.

(1) BIDDING SCHEDULE, Pages 00010-1 Through 00010-5. - The enclosed Bidding Schedule, Pages 00010-1 through 00010-5 supersedes that issued with this Invitation.

(2) Page 00700-16 of 119. - At the end of the CONTRACT CLAUSE 52.214-28, add the following new CONTRACT CLAUSE:

"52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATE LINE ITEM (MAR 1989).

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor 10 calendar days prior to meeting the capacity of Atkinson Marsh and Placement Area No. 16. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)."

(3) SECTION 1039 - PARTNERING. - The enclosed new SECTION 01039 entitled PARTNERING supersedes that issued with this Invitation.

(4) Page 01100-1, Paragraph 1. - In the third line, change "15" to "10." In the fourth line after the word "and," delete the phrase " except for seeding and fertilizing, and,". Also, at end of this Paragraph, add the following new sentence: "Only one (1) dredge will be allowed to work on this contract, multiple dredges will not be allowed to work concurrently in the Channel."

(5) Page 01100-1, Subparagraph 1..1. - Delete this Subparagraph.

(6) Page 01100-6, Paragraph 17. - Delete this Paragraph and substitute the following therefor:

**"17. EXERCISE OF OPTION (CESWG).** The Government reserves the right to exercise the Option contained in the Bid Schedule by written notice to the Contractor 10 days prior to meeting the capacity of Atkinson Marsh and Placement Area No. 16."

:**"18. COORDINATION MEETINGS (CESWG).** The Contractor shall schedule and attend regular coordination meetings with the Government and local sponsor. Meetings shall be scheduled bi-weekly "

(7) Page 01451-9, Paragraph 3.10. - Delete this Paragraph in its entirety.

(8) Page 02235-1, Paragraph 1.2. - Delete this Paragraph and substitute the following therefore:

**"1.2 MEASUREMENT.** Stripping shall not be measured for payment."

(9) Page 02312-1, Subparagraph 1.2.2. - Delete this Subparagraph and substitute the following:

"1.2.2 Sump Excavation shall be measured by each sump excavated."

(10) Page 02312-1, Subparagraph 1.3.2. - Delete this Subparagraph and substitute the following:

"1.3.2 Sump Excavation. Payment for sump excavation will be made at the contract unit price each for "Sump Excavation," which price shall include the cost of labor, plant, materials, and equipment required to excavate the sumps in front of the drop-outlet structures indicated."

(11) Page 02312-1, Paragraph 2.1. At the end of this Paragraph, add the following: "Satisfactory soils that become mixed with unsatisfactory material including but not limited to displaced foundation material, silts, organic soils, very soft or soft clays, and rock greater than 6 inches in diameter shall no longer be considered satisfactory material."

(12) Page 02333-2, Subparagraph 1.6.1. - At the end of this Subparagraph, add the following new Subparagraph:

"1.6.1.1 Neat Line Volumes. The "neat line volumes" shown have been used by the Government to prepare a Government estimate. These are estimated volumes only and it is the Contractor's responsibility to interpret the volumes used to prepare a bid. "Neat line volumes" is defined as the unadjusted raw quantities computed from the design templates. The percentage for items including overbuilding, compaction, settlement, foundation displacement, and construction waste shall be the responsibility and decision of the Contractor."

(13) Page 2335-1, Paragraph 1.1. - At the end of this Paragraph, add the following sentence: "It is strongly recommended that the Contractor inspect the Placement Areas prior to bid preparation to become familiar with existing site conditions."

(14) Page 02335-3, Paragraph 1.8.2. - In the third line, after the word "include," delete "the" and substitute the phrase "any and all."

(15) Page 02335-5, Paragraph 3.4. - Delete this Paragraph and substitute the following therefore:

**"3.4 MID BAY BENEFICIAL USE SITE FILLING (OPTION).** If the Option is elected by the Government, dredge material shall be diverted to the Mid Bay Beneficial Use Site. Similar filling methods and procedures used for filling Atkinson Marsh shall be used at the Mid Bay Site. Discharge location is as shown. Weir boards for the four (4) bays shall be provided for both drop-outlet structures to Elevation +3 feet MLT. The Mid Bay drop-outlet structures each contain four (4) bays with an invert Elevation -0.5 foot MLT. Under the Option material diverted to Mid Bay will be from Channel Station 23+000 to Channel Station 29+000. The Contractor shall expect to coordinate its work with the current Mid Bay Contractor if Option is executed."

(16) Page 02378-4, Subparagraph 3.1.1. - In the twelfth line after the sentence ending with the word "overlap." Insert the following new sentence: "Pins or sandbags may be used to temporarily hold the geotextile in place."

(17) Page 02378-5, Subparagraph 3.1.2. - Delete the first sentence and substitute the following: "Geotextile shall be placed over the stone filling the breach as shown."

(18) Page 02482-1, Subparagraph 1.1.1. - At the end of this Subparagraph, add the following new sentence: "The limits of the Channel are defined as the distance between the red and green navigation markers."

(19) Page 02482-3, Paragraph 1.9. - In the Table, third column, first line add the following Owner information for Wood Energy Pipelines: "Barry Davis, 1200 Smith Street, Suite 3500, Houston, Texas 77027, Phone: (713) 951-5863."

(20) Page 02482-5, Subparagraph 1.12.2. - In the sixteenth line, change "Ferry" to read "Fort Point."

(21) Page 02482-6, Paragraph 2.2. - In the nineteenth line, change "COONTRACT" to read "CONTRACT."

(22) Page 02482-9, Subparagraph 3.5.1. - At the end of this Subparagraph, add the following new sentences: "The Barge Lane dredge material is expected to be greater than the allowable Placement Area within the Houston Ship Channel between Station 4+000 to Station 10+000 and will exceed the -47 foot MLT plane by approximately 40,000 cubic yards. The Contractor shall place excess barge material upstream between the limits of Station 0+000 and Station 4+000."

(23) Page 02482-13, Subparagraph 3.6.4. - In the Table, in the last Column, Above Plane (Feet Below MLT), delete the minus signs.

(b) Drawings.

(1) Drawing No. C-10. - The enclosed SKETCH NO. 1 shall be added to and become part of this Drawing. Also, change the "RAISED LEVEE" symbol along the DEMONSTRATION MARSH levee to "EXISTING LEVEE (APPROX. LOCATION)."

(2) Drawing No. C-12. - The enclosed SKETCH NO. 2 shall be added to and become part of this Drawing.

(3) Drawings Nos. C-14 Through C-16, C-20, C-24, and C-26. - On these drawings, add the following: "FOR NEAT LINE VOLUME TABLES, SEE DRAWING NO. C-43."

(4) Drawing No. C-26. - Delete NOTE NO. 1 and substitute the following:

"THE CONTRACTOR MAY BORROW MATERIAL FROM THE SIDES OF THE EXISTING LEVEE WITHIN CELL M4; HOWEVER, THE EXISTING DEMONSTRATION MARSH SHALL NOT BE DISTURBED. BORROW SHALL RESULT IN THE EXISTING LEVEE SLOPES BEING NO STEEPER THAN 3H-1V."

(5) Drawing No. C-27. - Change the "RAISED LEVEE" symbol along the DEMONSTRATION MARSH levee to "EXISTING LEVEE (APPROX. LOCATION)."

(6) Drawing No. S-3. - Add the following NOTE to this Drawing:

"6. ACCESS WALKWAY AND STEEL PIPE RAILS SHALL BE REQUIRED. REFER TO DRAWING NO. S-2."

(7) Drawing No. S-3. - In the ELEVATION FRONT view, change 3/8" to 1/2". Also on this Drawing in SECTION B-B, delete the callout "3/8" PL BOTTOM-10'-0"x20'-0"."

2. This amendment shall be attached to, and become a part of, the specifications.

Encl

1. Bid Sched
2. SECTION 01039
3. SKETCHES NOS. 1 and 2

File 8934S

INVITATION NO. W912HY-04-B-0014

**HOUSTON-GALVESTON NAVIGATION  
CHANNELS, TEXAS, (45-FOOT  
PROJECT), UPPER BAY AND BARGE  
LANES IN CHAMBERS AND HARRIS  
COUNTIES, TEXAS, PIPELINE DREDGING**

**BIDDING SCHEDULE  
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<b><u>SCHEDULE NO. 1</u></b>					
0001	Environmental Protection	1	L.S.	\$_____	\$_____
0002	Stripping	1	L.S.	\$_____	\$_____
0003	Sump Excavation	5	EACH	\$_____	\$_____
0004	Placement Area No. 16 Levees	6,395	L.F.	\$_____	\$_____
0005	Placement Area No. 16 Overflow Weir	100	L.F.	\$_____	\$_____
0006	Atkinson Levee Repairs	300	L.F.	\$_____	\$_____
0007	Atkinson Levee Raisings	9,989	L.F.	\$_____	\$_____
0008	Breach Closure	345	L.F.	\$_____	\$_____
0009	New Stone-Shore Protection	1,710	Ton	\$_____	\$_____
0010	New Stone-Breach Closure	3,775	Ton	\$_____	\$_____
0011	Stone Relocation	1	L.S.	\$_____	\$_____
0012	Mobilization and Demobilization	1	L.S.	\$_____	\$_____

00010-1

(To Accompany Amendment No. 0001 to Invitation No. W912HY-04-B-0014)

**INVITATION NO. W912HY-04-B-0014****BIDDING SCHEDULE (CONT'D)  
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
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**SCHEDULE NO. 1 (CONT'D)**

0013	Dredging-Houston Ship Channel Maintenance (Sections 1-6)	2,274,000	C.Y.	\$_____	\$_____
0014	Dredging-Barge Lanes Red (East) Side New Work (Sections 7-13)	351,700	C.Y.	\$_____	\$_____
0015	Dredging-Barge Lanes Green (West) Side New Work (Sections 14-19)	160,600	C.Y.	\$_____	\$_____
0016	Pipelines	1	L.S.	\$_____	\$_____
0017	Atkinson Marsh, Drop-Outlet Structures	1	L.S.	\$_____	\$_____
0018	Placement Area No. 16 Drop-Outlet Structure	1	L.S.	\$_____	\$_____
0019	Pipe Capping	6	Ea.	\$_____	\$_____
0020	Drop-Outlet Structure Maintenance and Weir Boards	5	Ea.	\$_____	\$_____
<b>TOTAL SCHEDULE NO. 1</b>					<b>\$_____</b>

00010-2

(To Accompany Amendment No. 0001 to Invitation No. W912HY-04-B-0014)

**INVITATION NO. W912HY-04-B-0014**

**BIDDING SCHEDULE (CONT'D)  
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
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**OPTION**

0021	Lump Sum Adjustment for Placement at Mid Bay Beneficial Use Site	1	L.S.	\$_____	\$_____
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**TOTAL OPTION** \$\_\_\_\_\_

**TOTAL SCHEDULE NO. 1 AND OPTION** \$\_\_\_\_\_

**BID ITEM 0021 SHALL REFLECT ANY AND ALL ADDITIONAL COSTS FOR  
EXECUTING THE OPTION.**

00010-3

(To Accompany Amendment No. 0001 to Invitation No. W912HY-04-B-0014)



**BIDDING SCHEDULE (CONT'D)**  
**(TO BE ATTACHED TO STANDARD FORM 1442)**

**1. ARITHMETIC DISCREPANCIES (JAN 1997)(EFARS 52.214-5000).**

(a) For the purpose of initial evaluation of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(C) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

**2. MODIFICATIONS (CESWG).** If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

**3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN ((FAR 52.219-9) See CONTRACT CLAUSES.)** In reference to the above, the bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required in FAR.

**BIDDING SCHEDULE (CONT'D)  
(TO BE ATTACHED TO STANDARD FORM 1442)**

**4. EVALUATION OF OPTIONS (JUL 1990)(FAR 52.217-5).** Except when it is determined in accordance with FAR 17.200-6(b) to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price of all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options.

**5. SALES TAX EXEMPTION.** If you intend seeking a sales tax exemption on this contract, please contact the Comptroller of Public Accounts at 1 800-252-5555.

**SECTION TABLE OF CONTENTS**

**GENERAL REQUIREMENTS**

**SECTION 01039 - PARTNERING**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NOS.</u></b>
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**PART 1 - GENERAL**

1.1	PARTNERING AGREEMENT . . . . .	01039-01
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**PART 2 - PRODUCTS (Not Applicable)**

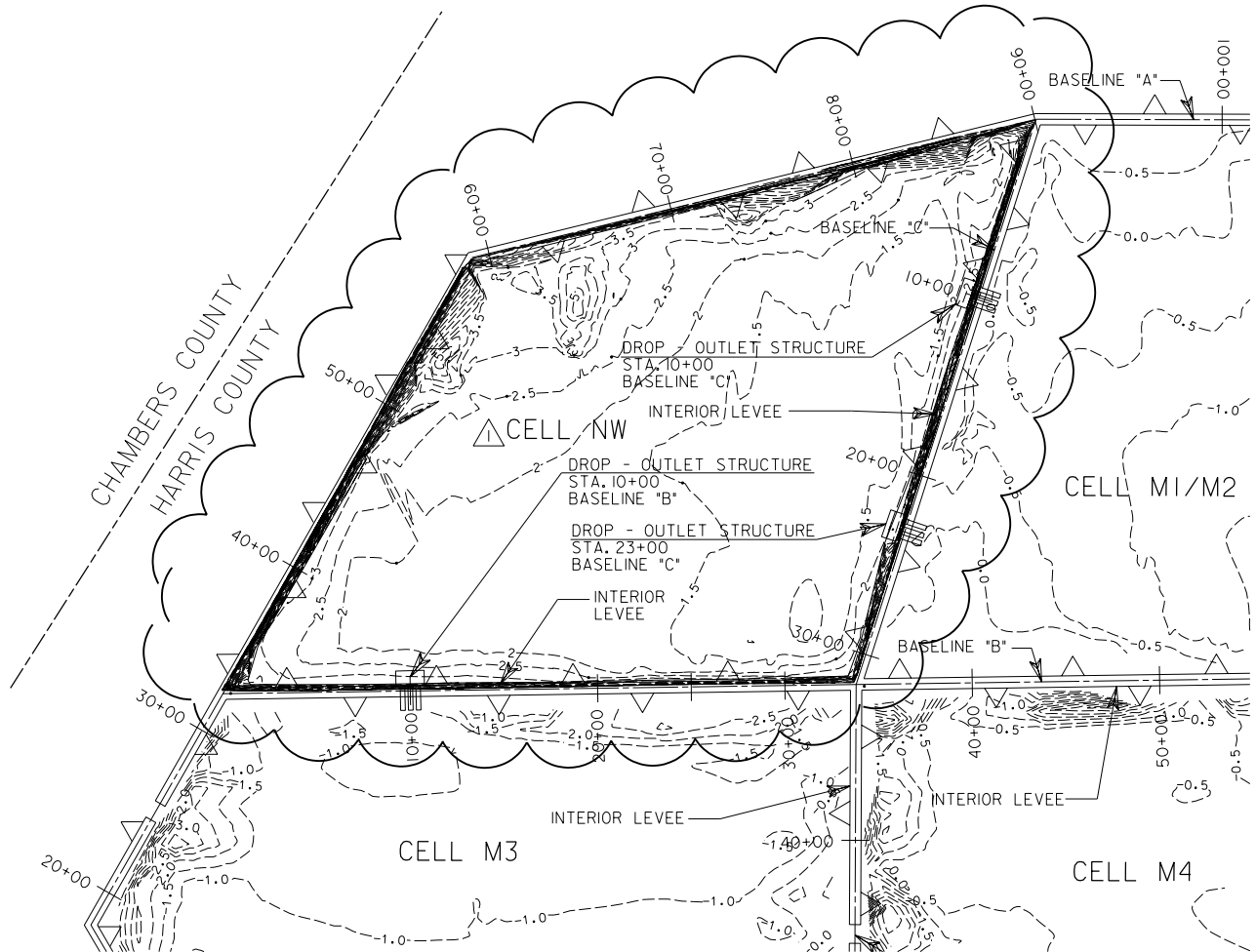
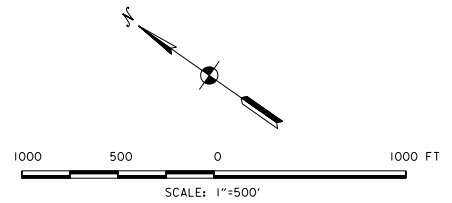
**PART 3 - EXECUTION (Not Applicable)**

**SECTION 01039 - PARTNERING****PART 1 - GENERAL**

**1.1 PARTNERING AGREEMENT.** The parties agree that they will pursue, under a voluntary cooperative effort, the possibility of establishing and signing a partnering agreement between the primary parties involved in this project. The purpose of such an agreement is to establish mutual goals and working agreements among these project participants. Goals which may be established include completion of the project ahead of schedule, minimizing cost growth, avoiding litigation, promoting value engineering, cooperation among people and commitment to teamwork, and prevention of long-term shutdown or disruption of services to the facility. If developed, the agreement will not be a legally binding document but will represent a commitment to work together toward common goals. Cost associated with implementing this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

**PART 2 - PRODUCTS (Not Applicable)****PART 3 - EXECUTION (Not Applicable)**

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△ AM\*0001 NEW BATHYMETRY/TOPOGRAPHY FOR CELL NW

THIS SKETCH ACCOMPANIES  
AMENDMENT NO. 0001 TO  
INVITATION NO. W912HY-04-B-00014.

TO BE ADDED TO DRAWING C-10

SKETCH NO. 1

